

ROBERT ROSS FOGG, ESQ., LL.M.

Attorney and Counselor at Law

69 Delaware Ave., Suite 600
Buffalo, New York 14202
(716) 853-FOGG (3644)
Fax: (716) 852-6782

January 29, 2014

Honorable Vernon S. Broderick, U.S.D.J.
United States District Court
United States Courthouse
Southern District of New York
40 Foley Square
New York, New York 10007

RE: *United States v. Paul Ceglia*, Case No.: 12 cr 876
Request for Issuance of Subpoena *Duces Tecum*

Dear Judge Broderick:

I write this letter to update the Court on my client's request for a subpoena of certain targeted documents of Facebook Inc. and Mark Zuckerberg.

As Your Honor knows, the government had no objection to the first two of the three requests that were originally made. However, the government objected to request number three because they believed it was overbroad. Since filing the request, I have met and conferred with the government in an attempt to remove any remaining objections they had to my client's subpoena request. I have presented a proposed revision of the language for the subpoena request to the government, to which the government has no objection.

As the Government does not have an objection to the issuance of the revised subpoena, on behalf of my client, I request that the Court enter an Order for the Issuance of a Subpoena *duces tecum*. Attached, as Exhibit A, is the proposed order that will require Facebook and Mark Zuckerberg to turn over copies of the requested material they may have, including drafts of the contested agreement.

Respectfully submitted,

/s/ Robert Ross Fogg

Robert Ross Fogg, Esq.
Attorney for Defendant, Paul Ceglia

RRF/gc
Attachments

cc: Alexander Wilson, AUSA
Janis Echenberg, AUSA
Paul Ceglia

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
UNITED STATES OF AMERICA

-v-

PAUL CEGLIA,

Defendant.

ORDER FOR THE ISSUANCE OF
SUBPOENA *DUCES TECUM*
PURSUANT TO RULE 17

12-cr-876 (VSB)

Upon the application of the defendant, Paul Ceglia, the annexed affirmation of Robert Ross Fogg, Esq., and finding good cause thereof, it is hereby

ORDERED that pursuant to Rule 17(c) of the Fed.R.Crim.P., the annexed subpoena be issued to the following:

Mark Elliot Zuckerberg
Facebook Inc.
1601 Willow Rd,
Menlo Park, CA 94025

Directing production of the following:

- (1) All written contracts, agreements and addendums thereto, whether proposed, contemplated or in draft form, whether signed or not, endorsed or not, executed or not, including copies thereof, in whatever format, including electronic, paper, email or images thereof, between Mark Zuckerberg and Paul Ceglia or between companies managed or owned, in whole or part, by either Zuckerberg or Ceglia dating from November 1, 2002 through, up to and including July 29, 2004, without regard to the intended purpose or project covered therein.
- (2) The specific contract referenced in Zuckerberg's Monday, August 18, 2003, email 04:20:11, bates stamp 000760-761, wherein Mr. Zuckerberg states "He's [Mr. Ceglia's] only gotten this pissed once before, and that's when I sent him the contract with all the penalty stipulations for if he didn't pay on time," and all copies thereof, no matter where the contract and its copies may reside and no matter what forms in which they may exist.
- (3) All electronic communications of Mr. Zuckerberg, with their attachments, between November 1, 2002 to July 29, 2004, that relate or make reference to Agreements, no matter where the electronic communication may reside and no matter what forms in which they may exist.

(For the purpose of this paragraph, Agreements shall mean all written contracts, agreements and addendums thereto, whether proposed, contemplated or in draft form, whether signed or not, endorsed or not, executed or not, including copies thereof, in whatever format, including electronic, paper, email or images thereof, between Mark Zuckerberg and Paul Ceglia or between companies managed or owned, in whole or part, by either Zuckerberg or Ceglia dating from November 1, 2002 through, up to and including July 29, 2004, without regard to the intended purpose or project covered therein.)

IT IS FURTHER ORDERED that the subpoena be complied with no later than _____ a.m./p.m.,
_____, 2014. The subpoena may be complied with by having the information addressed to the attention of Robert Ross Fogg via: fax to (716) 852-6782; email to rfogg@rfogglaw.com; or mail to the Law Office of Robert Ross Fogg, Esq., LL.M., 69 Delaware Avenue, Suite 600, Buffalo, NY 14202.

Dated: New York, New York

SO ORDERED:

_____, 2014

HONORABLE VERNON S. BRODERICK
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
UNITED STATES OF AMERICA

-v-

PAUL CEGLIA,

Defendant.

ORDER FOR THE ISSUANCE OF
SUBPOENA *DUCES TECUM*
PURSUANT TO RULE 17

12-cr-876 (VSB)

Upon the application of the defendant, Paul Ceglia, the annexed affirmation of Robert Ross Fogg, Esq., and finding good cause thereof, it is hereby

ORDERED that pursuant to Rule 17(c) of the Fed.R.Crim.P., the annexed subpoena be issued to the following:

Facebook Inc.
1601 Willow Rd,
Menlo Park, CA 94025

Directing production of the following:

- (1) All written contracts, agreements and addendums thereto, whether proposed, contemplated or in draft form, whether signed or not, endorsed or not, executed or not, including copies thereof, in whatever format, including electronic, paper, email or images thereof, between Mark Zuckerberg and Paul Ceglia or between companies managed or owned, in whole or part, by either Zuckerberg or Ceglia dating from November 1, 2002 through, up to and including July 29, 2004, without regard to the intended purpose or project covered therein.
- (2) The specific contract referenced in Zuckerberg's Monday, August 18, 2003, email 04:20:11, bates stamp 000760-761, wherein Mr. Zuckerberg states "He's [Mr. Ceglia's] only gotten this pissed once before, and that's when I sent him the contract with all the penalty stipulations for if he didn't pay on time," and all copies thereof, no matter where the contract and its copies may reside and no matter what forms in which they may exist.
- (3) All electronic communications of Mr. Zuckerberg, with their attachments, between November 1, 2002 to July 29, 2004, that relate or make reference to Agreements, no matter where the electronic communication may reside and no matter what forms in which they may exist.

(For the purpose of this paragraph, Agreements shall mean all written contracts, agreements and addendums thereto, whether proposed, contemplated or in draft form, whether signed or not, endorsed or not, executed or not, including copies thereof, in whatever format, including electronic, paper, email or images thereof, between Mark Zuckerberg and Paul Ceglia or between companies managed or owned, in whole or part, by either Zuckerberg or Ceglia dating from November 1, 2002 through, up to and including July 29, 2004, without regard to the intended purpose or project covered therein.)

IT IS FURTHER ORDERED that the subpoena be complied with no later than _____ a.m./p.m., _____, 2014. The subpoena may be complied with by having the information addressed to the attention of Robert Ross Fogg via: fax to (716) 852-6782; email to rfogg@rfogglaw.com; or mail to the Law Office of Robert Ross Fogg, Esq., LL.M., 69 Delaware Avenue, Suite 600, Buffalo, NY 14202.

Dated: New York, New York

SO ORDERED:

_____, 2014

HONORABLE VERNON S. BRODERICK
UNITED STATES DISTRICT JUDGE